

UNIVERSITY OF MINNESOTA

CENTER FOR COMPACT AND EFFICIENT FLUID POWER (CCEFP)

RESEARCH CONSORTIUM COLLABORATION AGREEMENT

This Research Consortium Collaboration Agreement (the “Agreement”) is effective as of _____ (the “Effective Date”), and is entered into by the Regents of the University of Minnesota (the “UNIVERSITY”), a public educational institution and a Minnesota constitutional corporation, and _____ (the “RESEARCH COLLABORATOR”), a _____.

PURPOSE

In collaboration with and partially funded by participating research collaborators, the UNIVERSITY operates CCEFP (the “CONSORTIUM”) whose mission is to implement a coordinated and integrated research program to change the way fluid power is researched, applied, and taught. The CCEFP vision is to make fluid power the technology of choice for power generation, transmission, storage, and motion control. The CCEFP achieves its vision through leadership, research, education, and workforce development. The CCEFP vision will transform fluid power into a compact, efficient, and effective source of power transmission. The CONSORTIUM's work will benefit society by reducing energy use and pollution, improving quality of life through human scale applications, and creating new industries. Through the CONSORTIUM, the UNIVERSITY will implement a proactive program to collectively shape the development and deployment of promising technology jointly prioritized by CONSORTIUM collaborators and to facilitate interaction among CONSORTIUM collaborators and UNIVERSITY faculty. This Agreement, in conjunction with the CCEFP Standard Operating Procedures at <http://www.ccefp.org/about-us/governance/standard-operating-procedures/>, sets forth the rights attendant to the research collaboration in the CONSORTIUM. This Agreement does not govern proprietary directed research that may be desired by the RESEARCH COLLABORATOR. The UNIVERSITY and the RESEARCH COLLABORATOR may enter into a separate sponsored project agreement to govern such arrangements.

A. DESCRIPTION OF PARTICIPATION

1. Research Collaborator Privileges

A research collaboration is effective for three years from the Effective Date and is renewed as provided below in Section C.1. The research collaboration includes privileges based on the level of sponsorship:

a. OEMs, Manufacturers, Suppliers, Distributors and Small Business/Start-ups:

- Seat on the Industrial Engagement Committee (IEC)
- Participation in research project selection
- Access to CCEFP pre-competitive research results, progress and proposal plans to achieve goals

b. Associations:

- Seat on the IEC

- Access to CCEFP pre-competitive research results, progress and proposal plans to achieve goals

c. Trade Press

- Access to CCEFP pre-competitive research results, progress and proposal plans to achieve goals

2. Funding Requirements

- a. RESEARCH COLLABORATOR agrees to provide funding to the UNIVERSITY annually for each year of participation in the CONSORTIUM. The CONSORTIUM rate for the above listed privileges is \$_____ per year. The initial period is a three year period.
- b. RESEARCH COLLABORATOR will make payments following receipt of an invoice from the UNIVERSITY. Payments will be due within thirty (30) days following the beginning of the UNIVERSITY's fiscal year (July 1). The initial invoice will be pro-rated based on the Effective Date of this Agreement. Thereafter, the UNIVERSITY will invoice the RESEARCH COLLABORATOR at least sixty (60) days in advance of the next fiscal year start date. Checks shall be made payable to Regents of the University of Minnesota, reference the CCEFP and sent to:

Regents of the University of Minnesota
NW 5957
PO Box 1450
Minneapolis, MN 55485-5957

The UNIVERSITY agrees to include a financial report of actual costs incurred for and on behalf of the CONSORTIUM hereunder in the CCEFP annual report to research collaborators. Such report shall be a combined report to all research collaborators not breaking out the expenditure of each research collaborator's support.

- c. Title to all equipment purchased or contributed under this Agreement shall vest in the UNIVERSITY.

B. INTELLECTUAL PROPERTY

1. Ownership of Intellectual Property.

The UNIVERSITY shall own all rights, titles and interests in any invention, work or other form of intellectual property (each, a "UNIVERSITY INVENTION") created, authored or conceived of solely by employees and/or students of the UNIVERSITY in the performance of work under the CONSORTIUM. The RESEARCH COLLABORATOR shall own all rights, titles and interests in any invention, work or other form of intellectual property (each, a "RESEARCH COLLABORATOR INVENTION") created, authored or conceived of solely by employees of the RESEARCH COLLABORATOR in the performance of work under the CONSORTIUM. The UNIVERSITY and the RESEARCH COLLABORATOR shall jointly own all rights, titles and interests in any invention, work or other form of intellectual property (each, a "JOINT INVENTION") created, authored or conceived of jointly by employees of the RESEARCH COLLABORATOR and employees and/or students of the UNIVERSITY in the performance of

work under the CONSORTIUM. The parties agree that inventorship shall be determined pursuant to United States patent law and authorship under United States copyright law.

2. Joint Inventions.

A party shall promptly notify the other party of the conception and reduction to practice of any patentable JOINT INVENTION. The parties shall cooperate in seeking patent protection for any JOINT INVENTION. Unless the parties otherwise agree, the parties shall jointly decide whether to seek patent protection and in which countries. Upon the conception of a JOINT INVENTION, the parties shall enter into good faith negotiations with a view towards reaching agreement on the prosecution of any such patents and the parties' respective rights to license and use the JOINT INVENTION.

3. Publication.

- a. It is the policy of the UNIVERSITY to promote and safeguard free and open inquiry by faculty, students, and others and to protect its intellectual property. To further these policy goals, either party has the unconditional right to publish the results of the research done within CONSORTIUM subject to the terms of this section.
- b. Each party shall take steps to ensure that publications give proper credit to the other party for the cooperative character of the investigation. No commercial brands or trade names shall appear in the publication of the results except as such brand or trade name is essential in the description of the research, nor shall the name of the UNIVERSITY be used by RESEARCH COLLABORATOR in any way for advertising purposes.

C. TERM AND TERMINATION

1. Term and Renewal.

The term of the RESEARCH COLLABORATOR's participation under this Agreement shall commence on the Effective Date and, unless terminated earlier under this Agreement, shall expire on the third anniversary of the Effective Date. The term of this Agreement and the RESEARCH COLLABORATOR's participation in the CONSORTIUM automatically and without further action by a party shall extend for an additional one year period unless a party delivers to the other party a written notice of its intention not to renew this Agreement no less than ninety (90) days prior to the last day of the term of this Agreement. In connection with any renewal of this Agreement, the UNIVERSITY may phase out use of this Agreement and the UNIVERSITY may decline to agree to renewals under the terms of this Agreement and may accept renewals only under the terms of a revised agreement.

2. Termination by the UNIVERSITY.

In the event the RESEARCH COLLABORATOR fails to perform an obligation under this Agreement or of its participation in the CONSORTIUM, the UNIVERSITY may deliver to the RESEARCH COLLABORATOR a written notice of default. The University may terminate this Agreement and the RESEARCH COLLABORATOR's participation in the CONSORTIUM if the RESEARCH COLLABORATOR fails to cure such breach and perform its obligations within thirty (30) days of the RESEARCH COLLABORATOR's receipt of the notice of default.

Upon six (6) months' prior written notice to the RESEARCH COLLABORATOR, the UNIVERSITY may terminate this Agreement but only in connection with the termination of CONSORTIUM.

3. Termination by the RESEARCH COLLABORATOR.

At any time during the term of this Agreement, a RESEARCH COLLABORATOR may terminate its participation in the CONSORTIUM hereunder by delivering to the UNIVERSITY a written notice of termination at least ninety (90) days prior to the Effective Date of termination. Early termination of this Agreement shall not entitle the RESEARCH COLLABORATOR to a refund of any its CONSORTIUM fee already paid to the UNIVERSITY or relieve the RESEARCH COLLABORATOR of any obligation incurred prior to the date of termination. Any license granted under this Agreement prior to termination shall survive the termination.

D. ASSIGNMENT

A party may assign its rights and obligations under this AGREEMENT only with the prior written consent of the other party. A party shall not have the right or power to assign this Agreement in violation of this section and any such assignment shall be void.

E. GOVERNING LAW

The internal laws of the state of Minnesota shall govern the validity, construction, and enforceability of this Agreement, without giving effect to the conflict of laws principles thereof.

F. SCOPE

This Agreement contains all agreements and covenants between the parties regarding the CCEFP. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto, unless otherwise reduced to writing in a mutually acceptable Amendment that has been signed by a duly authorized representative of each of the parties to Agreement.

G. INDEPENDENT CONTRACTOR

In entering into, and performing their duties under, this Agreement, the parties are acting as independent contractors and independent employers. No provision of this Agreement shall create or be construed as creating a partnership, joint venture, or agency relationship between the parties. No party shall have the authority to act for or bind the other party in any respect. The parties' respective employees shall not be entitled to any benefits applicable to employees of the other party.

H. LIABILITIES AND WARRANTIES

Each party shall be responsible for the acts and omissions of its employees and agents to the extent permitted by law. **This Agreement contains no promise of indemnification, express or implied, between the parties. Neither party makes any express or implied warranties as to any matter, including the condition, originality or accuracy of the research or ownership,**

merchantability or fitness for a particular purpose of the research or any invention arising therefrom.

Even if advised of the possibility of such damages, in no event shall either party be liable for personal injury or loss, work stoppage, lost data, or any other reliance or expectancy damages, direct or indirect, or for special or consequential damages of any kind.

I. NOTICES

All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided that such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified, or registered, postage pre-paid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section.

If to RESEARCH COLLABORATOR:

If to UNIVERSITY:

Name of Research Collaborator

(Insert Name)
Sponsored Projects Administration
University of Minnesota
450 McNamara Alumni Center
200 Oak Street S.E.
Minneapolis, MN 55455-2070
Telephone: (612)
Fax : (612)
E-Mail: @umn.edu

Name of Contact Person

Title and Address of Contact Person

Telephone Number of Contact Person

Fax Number of Contact Person

E-mail Address of Contact Person

IN WITNESS WHEREOF, by their duly authorized representatives, the parties hereto have duly executed and delivered this Agreement as of the Effective Date.

Regents of the University of Minnesota

Name of Research Collaborator

Name of Authorized Signer

Title

Name of Authorized Signer

Title

|

Signature

Signature

Date of Signature

Date of Signature

Draft